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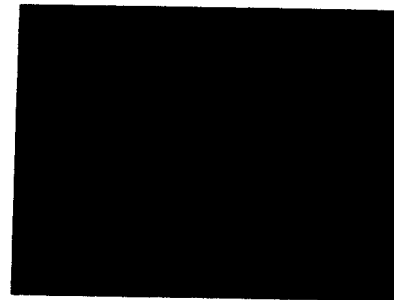
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AGREEMENT BETWEEN THE

SUPERINTENDENT OF SCHOOLS

of the

ATTICA CENTRAL SCHOOL DISTRICT

and the

ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION

July 1, 2004 - June 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I - PREAMBLE

In accordance with the provisions of the Public Employee's Fair Employment Act, this agreement is made and entered into on July 1, 2004, by and between the Superintendent of Schools of the Attica Central School District, herein referred to as the "Superintendent of Schools," and the Attica Central School Faculty Association, herein referred to as the "Association."

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II - RECOGNITION

The Superintendent of Schools recognizes the Association as the exclusive negotiating representative of all certified and professional personnel employed by the Attica Central School District, herein referred to as staff members, excluding principals, the Superintendent of Schools, the Business Administrator, the Director of Athletics, and all other employees of the Attica Central School District. Those staff members within the bargaining unit shall be all full- and part-time teachers (but not substitutes), guidance counselors, registered professional nurses, social workers, school psychologist, in-school suspension supervisor, audio-visual coordinator(s), teaching assistants, and long-term substitutes as defined in Article VIII.

ARTICLE III - PROFESSIONAL GROWTH

- A. All staff members shall be provided opportunities for the development of increased competence beyond what they may attain through the performance of their assigned duties.
- B. Staff members are encouraged to continue their formal education as well as to attend professional workshops, conferences, and meetings. Staff members desiring to attend workshops, conferences, and meetings shall submit a written request to the Superintendent of Schools explaining the nature, time, place, and anticipated expenses of the scheduled event. The Superintendent of Schools shall forward the request to the Board of Education, whose approval or disapproval shall be final.
- C. Payments to staff members for stated extra hours of credit over and above the degree shall be allowed as set forth in Article XV, provided that the subject matter for such extra hours shall be first approved by the Superintendent of Schools.
- D. Staff members will be allowed to be absent from their duties for one (1) day each school year for the purpose of visiting educational institutions and schools. Requests for this day must be made through the building principals and recommended to the Superintendent of Schools for final approval no later than two (2) days in advance.

ARTICLE IV - DUES DEDUCTION

A. Dues Deduction Authorization

- 1. The District hereby agrees to deduct dues for the Attica Central School Faculty Association from the salaries of staff members covered by this agreement who voluntarily execute a Dues Deduction Authorization form and to deduct the agency fee as provided for in the Taylor Law. This agency fee will be implemented beginning September 1, 1980.

2. Authorization forms are obtainable from the Association President or his designee and filed with the Superintendent of Schools' officer by the Association Treasurer.
 3. If the rate of membership dues changes, the Association will give the Superintendent of Schools thirty (30) days written notice prior to the effective date of such change.
 4. A copy of the Dues Deduction Authorization Form is attached to this Agreement in Appendix B.
- B. Amounts thus deducted shall be transmitted to the Association no later than two (2) weeks following the end of the pay period in which the deduction was made.
- C. All Dues Deduction Authorization Forms shall be transmitted to the Superintendent of Schools and will be effective upon transmittal. Deductions shall be made in twenty (20) equal installments beginning with the third paycheck of the school year.
- D. Any staff member may revoke his/her executed dues deduction authorization upon notice of such revocation to the Association and the Superintendent of Schools. The revocation shall become effective immediately. Executed Dues Deduction Authorization Forms shall remain in effect until revoked.
- E. The Association agrees to indemnify and save the Board of Education and the Superintendent of Schools harmless against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of any action taken or not taken in respect to deduction of dues made pursuant to the provisions of the Article.

ARTICLE V - PAYROLL DEDUCTION

- A. The Superintendent of Schools shall allow payroll deductions for those eligible staff members who desire to deposit funds with the Tonawanda Valley Federal Credit Union.
- B. Payroll deductions will be in effect for the total contract period.
- C. A form prepared by the District will be used by a staff member to authorize the Superintendent of Schools to legally deduct the specified amount selected in equal installments over the ten (10) months. No deduction will be made from the first two paychecks in September. When changes are made after the school year has commenced, deductions will be made in equal installments from the date of change notification. Form is located in Appendix B.
- D. It is the responsibility of each individual staff member to present the completed form to the Board of Education Business Office by the first payday in September of the school year in which the staff member initiates deductions under this Article.
- E. The Association agrees to indemnify and save the Board of Education and the Superintendent of Schools harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any action taken or not taken in respect to payroll deductions made pursuant to the provisions of the Article.
- F. Paycheck Deductions
1. The District shall deduct from the salaries of its staff members an amount individually and voluntarily authorized for the purpose of participating in a tax sheltered annuity program. The district will make authorized withdrawals and transmit such monies to the designated carrier(s). In no case shall the District be liable for the selection of carriers or failure of such loss in connection therewith or any claim hereunder.

2. The District shall deduct from the salaries of the staff members covered by the Agreement an amount individually and voluntarily authorized for loan payments to the retirement system and forward such payments to the retirement system in accordance with existing policies.
3. The District shall deduct from the salaries of staff members an amount individually and voluntarily authorized for payments to the NYSUT Benefit Trust Fund and forward such payments to the Fund.
4. The District shall deduct from the salaries of the staff members an amount individually and voluntarily authorized for payments to VOTE-COPE and forward such payments to the Association.

ARTICLE VI - ABSENCES AND LEAVES

A. Sick Leave

1. Staff members will be allowed up to fifteen (15) days sick leave per year with full pay. This allowance is accumulative up to a maximum of 180 days. Staff members in their first year of employment, however, will be credited with leave days at a rate of one and one-half (1 1/2) days per month. If in the first year the staff member uses all fifteen (15) days, he/she will be eligible to borrow fifteen (15) days from the sick bank (see paragraph J this Article). The staff member must repay the sick bank the fifteen (15) days. The repayment will be made at the end of each year until all days are returned to the sick bank. The forty (40) days of required absences will be waived for a new staff member needing to borrow sick days.
2. Sick leave may be taken only for the personal illness of the staff member, for the remedial treatment of the staff member (e.g., dental, optical, out-patient) as prescribed by a licensed practitioner or for serious illness of a person in the immediate family. Every effort shall be made to schedule doctor appointments after the school day. Immediate family shall be defined for purposes of this section as the staff member's father, mother, spouse, brother, sister, child, or any person living in the staff member's immediate household.
3. For any claimed period of personal illness which exceeds one (1) workday, the staff member may be required by the Superintendent to be examined by the school physician at no cost to the staff member.
4. Leave days are credited to the staff members as of the first (1st) day of school at the rate of one and one half (1 1/2) days per month for the number of months during the school year that the staff member is scheduled to work. Leave days are earned, however, on a monthly basis, i.e., one and one half (1 1/2) days per month). If a staff member terminates employment before the end of the school year, he shall reimburse the District for leave days that were used but unearned.

B. Personal Leave

1. Three (3) days per year shall be allowed for personal leave of absence. Unused personal leave days will not accumulate from one (1) year to the next nor will the days be deducted from sick leave. However, unused personal leave of absence days will be added to the staff member's accumulate sick leave at the end of each school year.
2. Personal leave may be taken only upon two (2) or more days advance notification to the Building Principal of the staff member's intention to take such leave and in addition shall require prior approval by the Building Principal. In cases of emergency, the advance notice and prior approval requirements will be waived.

3. The staff member need not specify verbally or in writing the purpose for which personal leave shall be used. Notwithstanding the foregoing, in cases of emergency in which the advance notice and prior approval requirement are waived, the staff member shall verbally inform the immediate supervisor of the nature and duration of the emergency.
4. Personal leave may not be used on the regularly scheduled working day immediately preceding or the regularly scheduled working day immediately following any legal holiday or school vacation recesses.

C. Bereavement Leave

Five (5) days shall be allowed for each bereavement leave for the death of an immediate family member. Immediate family member shall be defined for purposes of Bereavement Leave as the staff member's mother, father, husband, wife, legal guardian, brother, sister, child, grandparent, grandchild, related by blood, marriage or legal adoption, or any person living in the staff member's immediate household. Three (3) days bereavement may be taken for the death of the staff member's aunt, uncle, niece, or nephew. The Superintendent may grant additional days when warranted.

D. Sabbatical Leave for Study

Tenured staff members who have served at least seven (7) years in the District may, upon recommendation of the Building Principal or Superintendent of Schools, and with the approval of the Board, be granted leave of absence for purposes of study upon the following conditions:

1. Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. This statement must include the institution at which the individual is to study and the courses to be pursued. Such courses must meet with the approval of the Board.
2. Applicants must file with the Board a written agreement to remain in the service of the District for three (3) years after the expiration of such leave, or in the case of resignation within three (3) years, to refund to the District such proportion of the salary paid during the leave of absence as the unexpired portion of three (3) years shall bear to such period.
3. Such leave shall not be granted for less than one (1) full semester nor more than one (1) full year. Staff members taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
4. A staff member on sabbatical leave will receive one half (1/2) of his then current salary for the full year or full pay for one half (1/2) year and paid health insurance benefits pro-rated in the same manner.
5. At any time, not more than two percent (2%), rounded to the nearest full number, of staff members regularly employed shall be on leave of absence. In case the number of applicants shall exceed the two percent (2%), selection shall be made in accordance with the following principals:
 - a. Length of service, preference being given to those with the longest service.
 - b. Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all grades, high school and elementary, and supervisory personnel.
6. Regular annual salary increments shall be given for time of leave in the same manner as would regular service in the schools.

7. Applicants for such leave of absence for any school year shall be acted on by the Board of Education at its first regular meeting in January of the year preceding the sabbatical leave.

E. Association Leave Time

1. The Association President and/or his/her designee shall be allowed four (4) paid leave days to conduct Association business. An additional four (4) days shall be provided to the President or designee for Association business so long as the Association reimburses the District for the cost of a substitute(s). In addition, the Association President shall be allowed to perform Association business during his/her supervisory period provided that he/she makes arrangements for another staff member to perform his/her supervisory duty and notifies the Building Principal of such change in advance.
2. One (1) staff member will be allowed one (1) paid leave day in order to attend the Retirement Fund meeting.

F. Notification and Forms

1. At the earliest opportunity the staff member must notify the Building Principal of the staff member's desire to take an emergency personal leave or bereavement leave.
2. Upon returning to work from an absence due to a leave, the staff member shall complete the designated form which is located in the main office in each building.
3. No later than the third week in September, the District will provide each staff member an annual leave statement listing the dates and purposes of absences during the previous school year and the leave time accrued as of the end of the previous school year. Every attempt will be made for this notice to accompany the salary notice provided by the District.

G. Health Leave

1. Any staff member having tenure in the District who exhausts his/her sick leave allowance shall be eligible for a health leave without salary or fringe benefits.
2. Eligible staff members shall be entitled to one (1) such leave, which shall be for a definite period of time not to exceed one and one-half (1 1/2) calendar years. In no event shall a staff member be entitled to a leave for a period of time longer than is necessary for the health reason, but the District may require that the leave be extended to the end of a semester in which the leave is scheduled to terminate.
3. An eligible staff member must submit a written request for a health leave, which shall specify the duration thereof. The request shall be accompanied by a physician's statement outlining the need for such leave. The District is entitled to have the staff member examined by a physician representing the District prior to the leave, during the leave, and upon return from the leave.
4. Upon return from a health leave, the staff member shall be entitled to his/her original position, if available, or the most similar position available for which he/she is certified.

H. Civil Service

1. Leave for Jury Service

- a. Upon presentation to the Building Principal of an official notice to appear for jury duty service, a release with pay shall be granted to the staff member by the Superintendent of Schools.

- b. Staff members shall provide a minimum of one (1) week's notification to the Superintendent of Schools prior to the date he/she is scheduled to first appear.
- c. Whenever jury duty is less than a full day and considering travel time and lunchtime (thirty minutes), a staff member could return to his/her regular assignment for a period of at least one (1) hour of the school day, it shall be the responsibility of the staff member to do so.

2. Court Subpoena

- a. Upon presentation of a court subpoena to the Building Principal, no deduction from pay or benefits will be made if the staff member must be absent in order to respond to such subpoena in a matter in which the staff member is not the defendant.
- b. No deduction from pay or benefits will be made if the staff member must be absent to respond to a court subpoena in a matter which is school related.

3. Military leave shall be granted in accordance with existing law.

I. Unpaid leave

- 1. Subject to at least two (2) school days of advance notice in writing to the appropriate immediate supervisor, any staff member may be absent from his/her duties without pay, not to exceed five (5) consecutive school days, upon the approval of the Superintendent of Schools.
- 2. Unpaid leave in excess of five (5) consecutive school days can be granted subject to sufficient advance notice in writing to the appropriate immediate supervisor, recommendation of the Superintendent of Schools, and the approval of the Board of Education.
- 3. The written notice shall set forth the reasons for needing this absence and shall become a part of the staff member's personnel folder.
- 4. A staff member granted unpaid leave of five (5) consecutive days or less shall be entitled to a continuation of health insurance and shall continue to receive the same benefits as any staff member who is on paid leave.
- 5. For any unpaid leave in excess of five (5) consecutive school days, no benefits will accrue to the staff member during the duration of the leave. The staff member may be considered a part of the health insurance group, but payments for such insurance must be borne by the staff member. The prorating of any benefits or health insurance payments will begin with the first day of such leave.

J. Sick Leave Bank

- 1. A Sick Leave Bank shall be established by deducting one (1) accumulated sick leave day from each staff member who has authorized the District to do so and placing such days in a pool which shall be available to those staff members who became members of the Sick Leave Bank by authorizing the deduction and who have exhausted their sick leave allowance. The Association assumes all responsibility for notifying the Superintendent's office regarding membership in and/or deduction of days from members for the Sick Leave Bank.
- 2. Whenever the pool is depleted to ten (10) days, the Association will so inform the Superintendent's office and members of the Sick Leave Bank, and the District will deduct one (1) sick leave day from each member of the Sick Leave Bank and place such days into the pool.
- 3. A copy of the authorization card is included in Appendix B.

4. Only those staff members who give authorization during the first thirty (30) calendar days following the beginning of employment, who joined under the provisions of the 1979-2008 Agreements, or who give such authorization during the first thirty calendar (30) days following the signing of this Agreement are eligible for the Sick Leave Bank. This authorization may be revoked in writing. Authorization must be forwarded to the District within thirty-five (35) calendar days following the beginning of employment or the signing of this Agreement, whichever is applicable.
5. Any member of the Bank may apply to the Sick Leave Bank Committee and request sick leave days from the Bank after such member's accumulated sick leave is used up, provided the member has been absent from work for forty (40) consecutive school days. Days may be granted retroactively at the discretion of the Committee.
6. All requests for use of sick leave days from the Bank must be submitted as soon as practicable in writing and addressed to the President of the Association with a copy being sent to the Superintendent.
7. The President of the Association will convey, in writing, the results of the Sick Leave Bank Committee's decision to the Superintendent of School's office within two (2) school days after the Committee has met.
8. The Association shall have the full responsibility in forming, convening, and naming the members of the Sick Leave Bank Committee. The Association shall forward a list of the appointed committee members to the Superintendent of Schools immediately following their appointment. The Superintendent of Schools will also be informed of any changes in the Committee after the initial appointment by the Association President. The Superintendent of Schools will name one (1) administrator to serve on the Committee.
9. Any claims in regard to the denial of days by the Committee shall be filed against the Committee, and the District shall not be responsible in any manner nor may such claim be a grievance under the contract.
10. No staff member shall be granted days from the Bank beyond one hundred eighty (180) days unless he/she returns to work for a period of at least one (1) year.
11. If a staff member is utilizing the Sick Leave Bank in June and is continually sick into the following school year, such staff member shall utilize his/her own allotment of sick leave and reapply to the bank for additional days if the sickness still exists.

K. Certification Leave

Any staff member will be granted an unpaid leave of absence for either one (1) or two (2) semesters in a school year upon request to complete his/her certification requirements or to become recertified. Any staff member granted leave under this section shall provide the Superintendent of Schools with a planned program for the completion of the certification requirements and provide the Superintendent of Schools with a status report between September 1st and 10th, November 20th and 30th, January 20th and 30th, April 20th and 30th, and June 1st and 10th during the period of such leave. In addition, such staff member shall inform the Superintendent of Schools as soon as possible if it is known that he/she will not receive certification by the completion of the leave. Whenever the staff member on leave fails to meet the aforementioned report deadline periods, the Superintendent of Schools shall notify the staff member by Registered Mail and the President of the Association in writing that the status report is delinquent, and that failure to file such report within ten (10) work days shall result in revocation of the leave.

L. Parenting Leaves

1. Maternity Leave

- a. Maternity Leave is defined as a leave of absence granted to a staff member during the period she is incapable of performing duties due to a pregnancy.
- b. A staff member who is pregnant shall give written notice thereof to her Building Principal as soon as practicable after she becomes aware of her pregnancy. Such notice shall be accompanied by a statement from her attending physician which states the anticipated date of delivery. The District may require a verification of the staff member's ability to perform her duties from her physician at any time during the pregnancy.
- c. The maternity leave shall begin when the staff member has become physically incapable of performing her duties. Maternity Leave will end when the staff member's condition, as verified by a statement from her physician, is such that she is able to perform her duties.
- d. If the staff member begins a Child-Rearing Leave prior to the time when a Maternity Leave is available, she shall not be eligible for a Maternity Leave.
- e. If the staff member returns to work from a Maternity Leave as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position or, if that position is not available, a comparable position for which she is qualified.
- f. At any time during the pregnancy or before a staff member returns to work following a leave granted under the provisions of this article, the staff member may be examined by a physician representing the District.
- g. Pregnancy-related physical disabilities will be treated the same as any other physical disability or illness.
- h. Sick Leave may be utilized during Maternity Leave. A staff member shall be paid full salary and benefits to the full extent of the staff member's accumulated sick leave. Upon the expiration of sick leave credit, the staff member will be on Maternity Leave without pay.
- i. In order to maintain the continuity of instruction and, if mutually agreed upon by both parties, the Maternity Leave may begin at a time other than that stipulated herein.

2. Child-Rearing Leave

- a. Child-rearing Leave is defined as a leave of absence without pay granted to a staff member after she has become pregnant for the purpose of preparing for her child and/or caring for the child after birth. Child-rearing Leave is also defined as caring for a natural born or adoptive child by either parent.
- b. Not later than the sixtieth (60th) consecutive day prior to the date he/she desires to begin leave, he/she shall give written notice to the Building Principal stating the time he/she would like to begin such leave and the time he/she would desire to return. In the case of a pregnant staff member, such notice should be accompanied by a statement from her attending physician which states that the staff member's condition is not expected to interfere with full performance of her duties until the leave commences. In all cases of pregnancy, the District may require a verification of the staff member's ability to perform her duties from her physician at any time during said pregnancy. Such sixty (60) day requirement will be waived in the case of an adoption where the staff member's adoptee is placed in the home precluding such notice. In such instance, the leave may begin at the time the child is placed in the home, provided that the staff member has been keeping the District apprised of the situation.

- c. A Child-Rearing Leave shall continue until the beginning of one (1) of three (3) semesters following the birth or adoption of a child as the staff member has requested in the advance notice.
- d. If the staff member takes leaves for child-rearing purposes, he/she will be entitled to return to any vacant position for which he/she is fully qualified.
- e. At any time during the pregnancy or before a staff member returns to work following a leave granted pursuant to this section, the staff member may be examined by a physician representing the District.
- f. No salary benefits or fringe benefits may accrue or be utilized by a staff member on a Child-Rearing Leave, nor may sick leave days be utilized during such leave period.

ARTICLE VII - WORK YEAR

- A. A work year for staff members shall be no more than 185 days, with the first work day to be the first Tuesday after Labor Day in September and the last work day to be the Friday of the last scheduled week of school, normally known as Regents Week.
- B. Staff members who are beginning their first year of employment in the District will be required to attend one (1) New Teacher Orientation Day without extra compensation and in addition to the 185 days. Staff members who are beginning their first year of employment in the District will also be required to attend three (3) Mentee Training Days in addition to the New Teacher Orientation Day. These Mentee Training days are in addition to the 185 days.
- C. Senior class advisors shall be required to attend the graduation ceremonies in addition to the work year without extra compensation.
- D. If there is one (1) or more snow days left, staff members in the Junior High School and the Elementary Schools shall be relieved of student supervision on the last scheduled day of student attendance.
- E. Staff members shall not be required to report to work on days which school is canceled due to emergency reasons such as inclement weather, energy problems, etc.
- F. Staff members shall be excused on the last day of the school year after they have checked out with their Building Principal. The District will make every effort to have paychecks and building administrators available for check out at 10:00 a.m.
- G. High School guidance counselors will work an additional 20 days in the summer at a rate of 1/200th of their base salary according to the following schedule: ten (10) days beginning with the first full workday following the end of the school year, five (5) days during the summer as mutually agreed upon between the building administrator and the counselor, and five (5) workdays immediately preceding Labor Day. Middle School counselors will work an additional 20 days in the summer at a rate of 1/200th of their base salary according to the following schedule: five (5) days beginning with the first full workday following the end of the school year, ten (10) days during the summer as mutually agreed upon between the building administrator and the counselor, and five (5) workdays immediately preceding Labor Day. If the Building Administrator or counselor anticipates a need to modify these schedules the District and the Association will work to find a mutually acceptable alternative.
- H. The Board will make every effort to have the Wednesday before Thanksgiving, Thanksgiving Day, and the Friday after Thanksgiving included as vacation days in the BOCES and the School Calendars.

- I. The Professional Growth Study Committee will schedule two (2) days per year for professional staff development and plan the activities for such days. These two (2) days will be in addition to the regularly scheduled 185 workdays.
- J. The District will schedule teachers in grades K-8 for two (2) one half (1/2) days without students during the final week of school in order to allow teachers additional time to complete their required paperwork as long as the scheduling does not reduce the 187 day work year.

ARTICLE VIII - WORKDAY AND SCHEDULING

- A. All staff members shall be given one (1) preparation period per day.
- B. Recognizing that scheduling may not be possible, an attempt will be made to schedule special education teachers, and the regular education teachers with whom they are working, a common planning period contingent on an eight (8) period day.
- C. Providing Substitutes
 - 1. The District will make every reasonable effort to secure a substitute so staff members will have no extra load.
 - 2. In the event that a staff member or other employee who supervises students is absent and a substitute is not obtained, other staff members may be requested or directed to teach or supervise classes. If this results in a staff member being deprived of any preparation period during that day, that staff member will be paid \$19.00 for the loss of each preparation period due to teaching or supervising an additional class.
 - 3. When a staff member with an assigned teaching assistant is deprived of the service of a teaching assistant with no substitute teaching assistant coverage, the staff member will be compensated at a rate of \$10.00 per forty-two (42) minute blocks in addition to his/her salary.
 - 4. When a teaching assistant serves as a substitute teacher, their pay will be calculated as follows:
 - a. 2005-06 - \$4.00 per forty-two (42) minute blocks additional to their hourly rate.
 - b. 2006-07 - \$5.00 per forty-two (42) minute blocks additional to their hourly rate.
 - c. 2007-08 - \$6.00 per forty-two (42) minute blocks additional to their hourly rate.
- D. Any teacher who substitutes or replaces a long-term substitute is not considered a long-term substitute until they serve twenty (20) days in that position. Long-term substitutes can only be appointed in concert with Commissioner's Rules and Regulations or Education Law. Long-term substitutes shall be observed and evaluated at least once during his/her first twenty (20) days. If the teaching is deemed unsatisfactory, the President of the Association will be notified. The President shall have an option of providing for a peer observation for the purpose of improving instruction. Following the efforts to remediate the long-term substitute, a subsequent evaluation will be done by the Building Principal. If the work is still unsatisfactory, the substitute will be released.
- E. Long-term substitutes/replacement teachers will not be eligible for extended health insurance coverage defined in Section I of Article XIX; the per diem substitute pay defined in Section B, Paragraph 4 of Article XI; or the Child-Rearing Leave defined in Section L, Paragraph 2 of Article VI. Once a per diem substitute becomes a long-term substitute in accordance with Paragraph D of this Article, he/she will be deemed a unit member with salary and benefits awarded retroactively to the start of his/her assignment. In addition, notwithstanding any language to the contrary, these teachers will advance on the salary schedule in the same manner as regular teachers.

- F. The normal teaching day for staff members shall be seven (7) hours and twenty (20) minutes including a one-half (1/2) hour duty-free lunch period. Staff members will be excused from duty at the end of the pupil instruction day in order to attend graduate school classes.
- G. Teaching periods shall be defined as any period involving instruction of students, i.e., a class, a lab (including computer room), or remediation. For the purpose of staffing a computer lab, a staff member may volunteer to do a seventh (7th) teaching period if a waiver is agreed to by the District and the Association. The Association will work with the District to explore reasonable avenues of staffing computer labs with qualified personnel.
- H. A supervisory period shall be defined as any period encompassing supervision of students only, i.e., study hall, bus duty, library duty, and hall monitor duty.
- I. Staff members in the senior high school will be allowed to leave ten (10) minutes early on the days which they perform latrine duty, notwithstanding Section F of Article VIII. The ten (10) minute shortening of the workday shall not be interpreted to excuse such staff member from attendance at faculty meetings.
- J. Bus duty, bus loop, and/or parking lot duty assignments, and before and after school hall duty assignments, shall be made for one (1) semester and each shall be done on a rotation basis with no staff member being reassigned to such duty until all staff members in the building have served such assignment. While on such assignments, staff members will have no other assignments in addition to their teaching assignments. Notwithstanding the above rotation language, staff members may volunteer for such duty and volunteers will be utilized before others are assigned. For the purpose of this section, study hall will be considered a classroom teaching assignment.
- K. Split Teachers
 - 1. Staff members who are assigned to more than one building shall not be assigned duties or meetings in an amount larger than assigned to the general faculty in the building to which they are primarily assigned.
 - 2. For high school staff members who are given more than one assignment in the middle school, every reasonable effort will be made to have all their assignments within one cluster unless such staff member prefers the assignments based on course content.
 - 3. High school staff members who are assigned classes in the middle school shall not be required to attend cluster meetings but may attend them voluntarily when they feel the content of the meeting will be pertinent. When such staff members do attend the cluster meeting, their schedules will be adjusted accordingly.
 - 4. Staff members who have attended one Open House or Parents Night during the school year and who are directed in writing by the Building Principal to attend an additional Open House or Parents Night will be compensated at the chaperone rate of pay for each additional night. Without such directive, a staff member will not be expected to attend such additional Open Houses or Parents Nights.

L. Meetings

No staff member will be required to attend more than two (2) meetings scheduled outside the school day per month. Meetings included herein shall be faculty meetings or meetings of a committee where staff members are required to serve on committees, except for the Committee on Special Education.

- M. On days when students are not in attendance and the cafeteria is not in operation, staff members will be excused from duty for a period of time not to exceed sixty (60) minutes, in order to leave the premises and obtain a prepared meal. The Building Principal shall establish the lunchtime for the staff members in his/her building.
- N. Staff members who have the responsibility for writing Phase II IEP's will be relieved of all other duties for one day per year for this purpose and one day per year for reviewing the IEP's with the affected teachers.
- O. Staff members who are authorized by the Superintendent of Schools to attend the Elements of Instruction program shall receive two (2) graduate credits. Such program shall not be conducted on Saturdays or other non-scheduled bargaining unit workdays. The District will make every effort to provide transportation to this program. When such transportation is not provided, the transportation will be covered by Section A of Article IX of the Agreement.
- P. The District agrees to establish a committee to study Distance Learning. The committee will consist of two (2) teachers appointed by the Association, the Superintendent and one administrator. The committee will stand for two (2) school years (1999-2000 and 2000-2001) and provide language for a Memorandum of Agreement to the negotiating teams. Should the committee be unable to reach agreement, the President of the Association and the Superintendent will negotiate an agreement.

ARTICLE IX - WORKING CONDITIONS

- A. No staff member shall be required to use his/her personal vehicle for school business. Staff members who are requested and authorized to use their own vehicles for school related travel shall be reimbursed at the IRS allowable rate per mile as of July 1 of the applicable school year.
- B. The Board will provide two (2) copies of the Board Policy book in the High School, the Middle School, and Prospect Elementary School each, one (1) at Sheldon Elementary School and one (1) copy to the Association President. Building Principals shall notify staff members in their respective buildings that the books are available for their use. The Association President will make his copy available for updating.
- C. The staff member lounges shall be maintained in each building in their present condition.
- D. The District shall provide a telephone for staff member use in a private and convenient place in each building.
- E. The District shall continue membership in the Social Security Plan until such time that the parties agree to an alternative plan.
- F. Personnel Handbooks
 - 1. The Superintendent of Schools and each administrator shall be responsible for developing a handbook as a guide for personnel, explaining the rules and regulations covering the administrative functions of operating an efficient school system.
 - 2. Any further revisions of the handbooks that would create new working conditions for staff members during the term of this agreement must be agreed to before they may be implemented. It is understood and agreed that the Middle School Principal may revise his handbook to provide for two (2) regularly scheduled staff meetings per month.

G. Registered Nurses

The following provisions of this Agreement shall not apply to registered professional nurses:

1. Article III Professional Growth.
2. Article VI, Section D, Sabbatical Leave for Study.
3. Article VIII, Section A, Preparation Period; Section C, Providing Substitutes.
4. Article X, Section A, Paragraph 8; Section B, Paragraph 3, 4, 5; Section C, Paragraph 4-8.
5. Article XV, Sections B, F, G, and H.

ARTICLE X - APPRAISAL OF SERVICES, PERSONNEL RECORDS RETENTION

A. Appraisal of Services

1. The District and Faculty Association agree to adopt the newly revised teacher evaluation format that has been jointly designed by members of the Attica Faculty Association and Administrative Team. This document will be implemented and utilized beginning July 1, 2006. A copy of the APPR document will be provided to each current staff member and to each new hire.
2. The District and Faculty Association agree to adopt the Teaching Assistant Evaluation format.
3. All monitoring or observation of services rendered by a staff member will be conducted openly and with full knowledge of the staff member.
4. The Building Principal shall have primary responsibility for the appraisal of services. He/she shall be responsible for the written statements and recommendations forwarded to the Superintendent. Only certified administrators shall be involved in the appraisal process.
5. Observations for the purpose of appraisal shall be reduced to writing as part of the appraisal. Within a reasonable time, not to exceed five (5) teaching days from the time of the observations, a review session will be held. The staff member shall be furnished with a written copy of the observations report not later than one (1) teaching day prior to the review session. Both parties shall sign the written report. This is to attest only to the fact that both parties have read the document. It does not signify agreement on the contents of the report. The staff member shall have a right to submit a written reaction to be attached to the report and forwarded to the Superintendent of the District.
6. The staff member shall have a right during the course of the year to request a "peer observation." A tenured staff member within the same or similar area of certification will make the request to the President of the Association, who will arrange for an observation. The observation will be conducted simultaneously with an observation conducted by a certified administrator from a different building in the District. The review session will be held within five (5) days from the time of the observation. The reports will be compared and appropriate suggestions made for the benefit of the staff member.
7. Appraisal comments shall be limited to professional services rendered within the scope of the instructional day.
8. Each observation report shall include written positive comments pertaining to the situation observed. Alternative teaching procedures shall be noted. If the observer is unable to offer alternatives, he will assist the staff member in locating resources that will assist the staff member in improving the situation. Such resources shall be noted.
9. All observation reports shall be made in duplicate and the staff member will be given a copy. Observation reports shall cover the following areas:

- a. Comments noting strengths and/or weaknesses of the staff member.
 - b. A statement of progress or the lack of progress noted since the previous observation.
 - c. Statements pertaining to areas needing improvement.
 - d. Specific concrete suggestions made pertaining to recommended instructional procedures and classroom activities.
 - e. Recommendations of workshops, in-service opportunities, etc., which will assist the staff member in making the suggested changes.
10. A tenured staff member will be given forty-eight (48) hours advance notice of the day in which he/she will be observed. However, the building administrator will not be bound by a specific time for the observation during that day, provided that the staff member and administrator may mutually agree upon less notice than provided for herein.
 11. Staff members will be given opportunity and assistance to overcome noted deficiencies.

B. Personnel Records

1. The District will maintain a personnel file, which shall contain copies of all filed information pertaining to a staff member.
2. Building Principals will maintain a supervisory file on all staff members assigned to their building. The supervisory file will contain all observation reports and copies of all memoranda of a supervisory nature forwarded to the staff member. Supervisory files on probationary staff members will be maintained for the entire probationary period. Supervisory files on tenured staff members will be maintained for the period of the academic year.
3. Administrative considerations for the granting or denial of tenure or dismissal shall be based upon the data maintained on file in the District. A staff member shall be entitled to review these files upon request, and the staff member may have an Association Representative present during the review if so desired.
4. Administrative decisions relating to the denial of tenure, dismissal, or District action of a formal disciplinary nature shall be based upon full considerations of "due process." The Principal must meet informally with the staff member prior to the scheduling of an inquiry by the Superintendent of Schools. A record will be made of the inquiry and, if warranted, the Superintendent of Schools shall request that a formal hearing be scheduled. The staff member will be entitled to representation at all levels in the process; moreover, the staff member will be entitled to confront all witnesses and entitled to review all documents and data. A transcript will be made of all hearings and staff member shall be entitled to a copy of the transcript.
5. Recommendations formulated as a result of the hearings will be forwarded to the members of the Board of Education for appropriate action and consideration. The members of the Board of Education will be provided with the transcripts of the hearing.
6. Before any material other than routine non-evaluative material is added to the staff member's files, the staff member will be given a copy of the material and will acknowledge in writing that he/she has received it by signing the file copy thereof. The staff member will have the right to submit a written answer to such material to be attached thereto in the file.

C. Retention

1. It shall be the policy of the District to help every staff member new to the District to get a good start on a successful teaching experience. This assistance shall be consistent with each staff member's annual APPER Plan. Each staff member is expected to make use of the assistance provided.

2. Building Principals shall provide information on the APPR process instructional related meetings, workshops, and in-service opportunities. Provision will be made for demonstration lessons and classroom visitations upon request.
3. Materials will be available for staff member reference. Probationary staff members will be introduced to these materials and encouraged to use them.
4. Probationary staff members will be observed at least three (3) times during each of the probationary years. Additional observations will be conducted when deemed necessary.
5. Recommendations for the denial of tenure or dismissal will be based upon the observations and appropriate data maintained on file in the District and building. Recommendations for dismissal are subject to "due process" requirements as specified.
6. At such time as a recommendation has been prepared for Board of Education action pertaining to the denial of tenure or dismissal, the staff member shall be notified of such action at least sixty (60) days before the end of the school year.
7. If no notification is given as stipulated above, the staff member will be provided with an additional ninety (90) school days of employment for additional observation and supervision.
8. Tenure may be granted in accordance with the appropriate section of the New York State Education Law.

ARTICLE XI - SENIORITY, REDUCTION IN FORCE, RECALL AND TRANSFER RIGHTS

A. Seniority

1. For the purpose of this contract, the seniority date for each staff member shall be established as beginning with his/her most recent date of hire as a member of the bargaining unit.
2. In the event that the choice is between two (2) or more staff members who have the same most recent date of hire as a member of the bargaining unit, seniority shall be established as beginning with the date of his/her letter of application at the time of his/her most recent date of hire.
3. Seniority for any current Teaching Assistant hired as an Aide prior to February 1, 2004 will be determined by their original date of hire as an Aide.

B. Lay-off and Recall

1. In the event that a reduction in the number of positions in a tenure area becomes necessary, staff members in such tenure areas will be laid-off in a reverse order of seniority in accordance with Education Law.
2. Such staff members shall be placed on a recall list and recalled to any position for which they are legally qualified in the order of seniority, with the staff members with the greatest seniority being recalled first.
3. In the event of a lay-off, the District shall provide the fringe benefits provided in this contract to the laid-off staff member for a period of six (6) months. During this period of time, the staff member shall be subject to call as a substitute.

4. In the event that staff members are laid-off, they will be utilized as substitutes and called each day in their order of seniority, with the staff member with the greatest seniority being called first. No other person will be hired as a substitute until all laid-off staff members have been offered the job. Laid-off staff members who substitute will be paid \$10 more than the current substitute teacher rate per day for each day hired as a substitute.
5. All staff members on lay-off will be considered on temporary lay-off and such periods of lay-off shall not constitute a break in service for purposes of salary schedule placement, leave, insurance, seniority, and/or other benefits. Upon return from lay-off, the staff member will be granted the step on the salary schedule succeeding the one he/she held at the time of lay-off (e.g., Step 7 to Step 8) and all other benefits in the same manner.
6. This section shall not be implemented in any manner to deprive any staff member of his rights contained in Education Law.

ARTICLE XII - ASSOCIATION RIGHTS

- A. The Association shall have the right to post notices concerning Association business on one (1) staff bulletin board of each school building, provided that no notice posted by the Association or any member thereof shall be inflammatory in any manner whatsoever or shall be directed against any member of the Administration or any member of the Board of Education.
- B. The Association shall have the right to reasonable use of staff member mailboxes in order to communicate with staff members.
- C. The Administration will provide the Association with a place on the agenda of the orientation program for new staff members for the brief discussion of Association business.
- D. The Association may present brief reports and announcements after the adjournment of a building faculty meeting.
- E. The Association shall be permitted the use of school buildings, facilities, and equipment during the school year, as in the past, providing such use does not occur during the regular school day, does not interfere with school maintenance progress, and the Association fills out the required request forms. Any cost accruing to the District for machine use and/or materials must be borne by the Association.
- F. This Article shall not take away or diminish those rights established in Article XIV, Grievance Procedure.
- G. The District will make every reasonable effort to schedule the Association President's teaching day so that his/her preparation period would be scheduled during the last period of the day.
- H. The Association President will be provided a copy of the Board minutes when they become available.
- I. The Association President will be assigned an additional preparation period to be used to conduct Association business.

ARTICLE XIII - MANAGEMENT'S RIGHTS

A. Rights of the Employer

1. All rights, powers, and authority which the District and the Board of Education had prior to this Agreement are retained by the District and the Board of Education except as those rights are expressly and specifically limited by this Agreement.
2. This clause shall not be interpreted as a waiver of any rights of the Association.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Purpose

It shall be the purpose of this Article to secure, at the lowest possible administrative level, equitable solutions to alleged grievances which arise out of the application or interpretation of this Agreement.

B. Definitions

1. Aggrieved Party shall mean the Association and/or any staff member or group thereof filing a grievance.
2. Grievance shall mean a dispute or controversy arising out of the application or interpretation of this agreement.
3. Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

C. General Procedure

1. Except at the informal stage (Section E, 1a below) all grievances shall be presented by means of a written statement which shall include the name and position of the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known the aggrieved party, and general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for an informal decision, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party and the Association.
3. If a grievance affects a group of aggrieved parties or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
6. Except as provided in Stage 1, an aggrieved party and any party in interest shall have the right to all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceeding made, if any, at each and every stage of the grievance procedure.
7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken against the aggrieved party, any party in interest, any representative, any other participant in the grievance procedure, or any person of reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be developed by the Association. The Superintendent of Schools shall then have them reproduced and made available so as to facilitate operation of the grievance procedure.

9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be constructed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
11. If the aggrieved party chooses to be represented, he/she must be represented by the Association.
12. Any aggrieved party to whom Stage 1 does not apply shall have immediate recourse to Stage 2 of the grievance procedure.

D. Time Limits

1. No grievance will be entertained as described below, and such grievance will be deemed waived unless the grievance is presented at the first available stage within thirty (30) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives, and the Association within the specified time shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Stages of Grievance

1. Stage 1: Building Principal

- a. An aggrieved party having a grievance will discuss it with his Building Principal either directly or through a representative with the objective of resolving the matter informally. The Building Principal will confer with all parties in interest, but in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Building Principal within five (5) school days after the grievance was initially discussed with the Building Principal. Within two (2) school days after the written grievance is presented to him, the Building Principal shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the aggrieved party, his representative, and the Association.

2. Stage 2: Superintendent of Schools
 - a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 to the Superintendent of Schools may be filed within ten (10) school days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
 - b. Within ten (10) days after receipt for the appeal, the Superintendent of Schools or his duly authorized representative shall hold a hearing with the aggrieved party, his representative, and all other parties in interest.
 - c. The Superintendent of Schools shall render a decision in writing to the aggrieved party, his representative, and the Association within five (5) school days after the conclusion of the hearing.
3. Stage 3: Board of Education
 - a. If the aggrieved party is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.
 - b. Within ten (10) school days after a receipt of an appeal, the Board of Education, or a committee of its members, shall hold a hearing on the grievance. The hearing will be conducted in executive session.
 - c. Within five (5) school days after the conclusion of the hearing, the full Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and all parties in interest.
 - d. The parties may mutually agree to waive Stage 3.
4. Stage 4: Arbitration
 - a. After such hearing, if the aggrieved party is not satisfied with decision at Stage 3, and the Association determines that the grievance is meritorious, the aggrieved party may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3, or from the date of the written mutual waiver of said Stage 3.
 - b. The parties will then be bound by the rules and procedures of American Arbitration Association in the selection of an arbitrator.
 - c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and set forth his findings of fact, reasoning, and conclusions on the issues.
 - d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to change or modify any of the terms contained in this Agreement.
 - e. The decision of the arbitrator shall be final and binding upon all parties.
 - f. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XV - SALARIES

A. Schedule of paychecks

1. Each staff member's annual salary will be distributed over a ten (10) month period, payable in twenty-two (22) installments. The first pay will be one week's salary issued on the first Friday of the school year, one week's salary issued on the second Friday of the school year, and then equal pays issued every other Friday until the last day of the regular school year.
2. At the option of the staff member, the annual salary will be distributed over a ten (10) month period payable in twenty-seven (27) installments. Pays will be issued as per paragraph one of this section with the exception that the last pay will include a regular pay plus five (5) additional pays. A staff member who wishes to elect this option must inform the Business Office in writing on or before August first (1st) preceding the school year.
3. All members of the Faculty Association shall participate in direct deposit. Deposits will only be available on scheduled paydates regardless of whether school is in session or not. Deposit Statements can be either personally picked up or the Business Office can mail them when school is closed on a scheduled paydate. An election form is available at the District Office. If the scheduled paydate is a banking holiday, the paychecks will be dated to the closest day prior to the scheduled paydate. The District's current lead bank for payroll will be used to establish the banking schedule. Effective July 1, 2006.
4. Extracurricular activity stipends shall be payable in the following ways:
 - a. Twenty-two (22) payments over the entire school year as part of regular compensation.
 - b. Four (4) separate payments.
 - c. Two (2) separate payments.
 - d. One (1) separate payment at the end of the activity.

Notwithstanding the choices above, the final payment in any choice will not be made until the end of the activity.

Guidance Counselors shall be paid in $\frac{1}{2}$ increments over the summer (including the first Friday of the school year) with the remainder paid equally each pay period until the end of the school year.

During July and August of each year, guidance counselors will receive four (4) or five (5) paychecks, depending on how the payroll calendar falls, in increments of approximately $\frac{1}{2}$ the normal two (2) week pay cycle. The remaining balance will be paid following the normal teacher's schedule.

B. Teacher Salary Schedule:

1. 2004-05 - 3.4%
2. 2005-06 - 3.5%
3. 2006-07 - 3.5%
4. 2007-08 - 3.5%

The Association will develop the new salaried schedule with the corresponding agreement by the District.

| STEP | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|------|---------|---------|---------|---------|
| 1 | 31,690 | 32,500 | 32,975 | 33,465 |
| 2 | 32,190 | 33,000 | 33,475 | 33,965 |
| 3 | 32,690 | 33,600 | 34,075 | 34,565 |
| 4 | 32,990 | 34,300 | 34,775 | 35,265 |
| 5 | 33,490 | 35,100 | 35,575 | 36,065 |
| 6 | 34,090 | 36,000 | 36,475 | 36,965 |
| 7 | 35,390 | 37,000 | 37,475 | 37,965 |
| 8 | 36,590 | 38,100 | 38,575 | 39,065 |
| 9 | 37,800 | 39,300 | 39,775 | 40,265 |
| 10 | 38,890 | 40,700 | 41,175 | 41,665 |
| 11 | 40,290 | 42,300 | 42,775 | 43,265 |
| 12 | 42,390 | 44,500 | 44,975 | 45,465 |
| 13 | 45,490 | 46,900 | 47,375 | 47,865 |
| 14 | 48,590 | 50,400 | 50,875 | 51,365 |
| 15 | 53,765 | 55,900 | 56,375 | 56,865 |
| 16 | 62,800 | 65,125 | 66,000 | 67,000 |

C. Anniversary dates for calculating step movement will be as follows:

If the existing anniversary date falls between the first (1st) and the fifteenth (15th) of the month, the anniversary date will become the first (1st) of that month. If the existing anniversary date falls between the sixteenth (16th) and the end of the month, the anniversary date will be the first (1st) of the next month.

D. Salaries for:

| | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|----------------------|---------|---------|---------|---------|
| Registered Nurse | 31,863 | 33,000 | 34,155 | 35,350 |
| In-School Suspension | 31,690 | 32,500 | 32,975 | 33,465 |

The School Psychologist will continue to be employed for twenty (20) equivalent days during the summer and will be compensated at 1/200 of the annualized salary for each equivalent day of service.

E. Teaching Assistants

1. 2004-05 - Present staff received increase as per Teacher Aide Contract.
2. 2005-06 - \$.62 increase per hour for all current Teaching Assistants.
3. 2006-07 - 3.5% increase
4. 2007-08 - 3.5% increase

Effective July 1, 2005, starting rate - \$8.60 per hour.

The District continues to maintain the management right to establish the hours necessary for each Teaching Assistant.

Longevity pay for Teaching Assistants will be a one-time payment as follows:

1. \$200 at the end of 10 years of service.
2. \$350 at the end of 15 years of service.
3. \$550 at the end of 20 years of service.

- F. Staff members shall receive thirty-eight (38) dollars per approved and successfully completed hour of advanced graduate or in-service credit up to and including ninety (90) hours. This shall be for all hours on file with the district on February 1, 1986. Hours claimed for credit after February 1, 1986, shall be paid in blocks of six and in accordance with other provisions of this article, not to exceed ninety (90) hours.
- G. Staff members acquiring a masters degree issued by an accredited college or university shall receive \$600 annually.
- H. Staff members claiming credit for either approved hours or a masters degree are required to present to the Superintendent of Schools a request for salary change (Form PGIS-71 located in Appendix B) and an official transcript, which must be sent directly from their school to the Superintendent of Schools. The Superintendent must be in receipt of these transcripts by the first Thursday in November or the first Thursday in March. They shall be presented to the Board of Education for approval. No payment shall be authorized until the Board of Education has approved such payment. Those transcripts approved in November will provide for payment for the entire school year whereas those approved in March will provide for payment in the amount of one-half (1/2) of the sum for the official school year.

- I. Extra compensation for guidance counselors shall be:

| | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|---------------------|---------|---------|---------|---------|
| Guidance Counselors | 3,614 | 3,740 | 3,871 | 4,007 |

The normal working day for guidance counselors is seven (7) hours and twenty (20) minutes, including a 1/2 hour duty-free lunch period. From 3:15 p.m. to 4:00 p.m., the guidance counselors are required to be on duty and are compensated with the above-mentioned stipends. When a guidance counselor is appointed to an interscholastic or extracurricular activity that requires involvement on a regular basis between 3:30 and 4:00 p.m., the starting time will be one-half (1/2) hour earlier than the recognized starting time for a normal working day. Upon completion of the interscholastic or extracurricular activity, the starting time will revert back to the recognized starting time for a normal workday.

- J. The Chairperson for the Committee on Special Education and Pre-School Education shall receive:

| | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|----------------------|---------|---------|---------|---------|
| CSE/CPSE Chairperson | 9,752 | 10,093 | 10,446 | 10,812 |

The number of workdays to be performed during the months of July and August shall not exceed ten (10) the salary for these ten (10) days is included in the above amounts.

- K. The salary for the Chemical Hygiene Officer shall be:

| | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|--------------------------|---------|---------|---------|---------|
| Chemical Hygiene Officer | 1,615 | 1,672 | 1,730 | 1,791 |

- L. The District may hire a school psychologist at any step of the salary schedule regardless of experience.
- M. School Nurse Teachers are paid on the teacher's salary schedule.

- N. Summer curriculum work shall be compensated at a rate of 1/200th of step one (1) effective with the 1997-1998 school year. The District shall guarantee seventy-five (75) days of summer work each year beginning with the summer of 1997. Summer days for mentoring work will be considered separate from the minimum of 75 days for summer curriculum work.

- O. The amount of money to be spent for Department Chair/Grade Level Chairs will be:

| | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|-------------------------|---------|---------|---------|---------|
| Dept./Grade Level Chair | 58,194 | 60,230 | 62,338 | 64,520 |

Each chair will be paid \$1,000 plus an amount of money determined by dividing the remainder of the pool of money after the \$1,000 base has been deducted, by the number of staff members who are part of a department or grade level included in Article XVIII.

- P. Mentor Teacher Stipends:

First Year - \$650 per Mentee

Second Year - \$350 per Mentee

- Q. Staff members who are beginning their first year of employment in the District will be required to attend three (3) Mentee Training Days. These Mentee Training Days will be paid at the prevailing substitute rate, currently \$70/day. Training for first-time mentors will be held during the summer for a maximum of three (3) days and compensated at the summer curriculum pay rate.

ARTICLE XVI - COMPENSATION FOR INTERSCHOLASTIC ACTIVITIES

- A. When the following activities are conducted, qualified staff members in terms of experience and certification, if available, will be assigned to the position and will be compensated according to the schedule below. No staff member will be allowed to bump a non-staff employee with four (4) or more consecutive years of experience in the same activity unless the Athletic Director and the Superintendent of Schools make such a recommendation to the Board of Education.

- B. Coaches

2004-05

| Level | 1-3 Years | 4-6 Years | 7-9 Years | 10-12 Years | 13 or more |
|-------|-----------|-----------|-----------|-------------|------------|
| I | 226 | 250 | 277 | 302 | 328 |
| II | 153 | 170 | 184 | 203 | 217 |
| III | 112 | 127 | 140 | 153 | 166 |

2005-06

| Level | 1-3 Years | 4-6 Years | 7-9 Years | 10-12 Years | 13 or more |
|-------|-----------|-----------|-----------|-------------|------------|
| I | 234 | 259 | 287 | 312 | 339 |
| II | 158 | 176 | 190 | 210 | 225 |
| III | 116 | 132 | 144 | 158 | 172 |

2006-07

| Level | 1-3 Years | 4-6 Years | 7-9 Years | 10-12 Years | 13 or more |
|-------|-----------|-----------|-----------|-------------|------------|
| I | 243 | 268 | 297 | 323 | 351 |
| II | 164 | 182 | 197 | 217 | 233 |
| III | 120 | 136 | 150 | 164 | 178 |

2007-08

| Level | 1-3 Years | 4-6 Years | 7-9 Years | 10-12 Years | 13 or more |
|-------|-----------|-----------|-----------|-------------|------------|
| I | 251 | 277 | 307 | 335 | 363 |
| II | 170 | 188 | 204 | 225 | 241 |
| III | 124 | 141 | 155 | 170 | 185 |

- C. Level I is defined as Varsity positions including football, soccer, swimming, wrestling, basketball, baseball, track, softball, golf, tennis, cross country, and volleyball.

Level II is defined as Varsity positions including cheerleading (per sport), assistant coaching positions, and all Junior Varsity positions as they correspond to level I.

Level III is defined as all modified coaching positions.

- D. Amounts will be paid for each week of the season as determined by Section V of the New York State Public High School Athletic Association. The appropriate salary will also be paid for each week that the team is involved in post-season play.

Each coach will be placed on step based on his/her years of experience in the sport. Annual experience accrued in the same sport at Level I will be transferable to Level II or Level III. Annual experience accrued at Level II will be transferable to Level III. Annual experience accrued at levels II and III will be transferable to Level I on a pro-rate 2 for 1 basis. Annual experience at Level III will be transferable to Level II on a 1 to 1 basis.

Experience shall mean experience accrued as a coach in the district. Credit for experience in other districts may be granted at the discretion of the Superintendent of Schools.

In order to be paid for weeks in which there are vacation periods of three (3) or more vacation days, excluding Saturday and Sunday, the coach must conduct practice sessions during the period of vacation so that there are at least three (3) practice sessions and/or games during such week.

- E. The Director of Athletics will submit a list of staff members assigned to each activity to the Building Principals. The Building Principals will review the list and forward it to the Superintendent of Schools, who will forward it to the Board of Education with any recommendations. The Board of Education shall have final and binding authority concerning the designation of assigned staff members.

- F. Posting Dates for Coaches Positions:

1. April 1 - all positions for the upcoming school year - Unit members only.
2. May 1 - fall positions - public posting.
3. September 15 - winter positions - public posting.
4. January 1 - spring positions - public posting.

Once a coach is appointed for a season, they cannot be removed from the season's position unless the Athletic Director and the Superintendent of Schools make such a recommendation to the Board of Education.

- G. The staff member responsible for each activity shall submit a list of participating candidates to the Director of Athletics and the school nurse at least ten (10) calendar days in advance of the first official practice of the activity.

- H. The school nurse shall be responsible for arranging with the school physician all necessary appointments for physical exams.

- I. The staff member responsible for each activity will not allow participation of any student who has been disqualified by the school physician. Inquiries by the parents of such students should be referred to the Director of Athletics and/or the Building Principal.

ARTICLE XVII - COMPENSATION FOR EXTRACURRICULAR ACTIVITIES

- A. Mentor Program - The mentor program will follow the guidelines and procedures as outlined in the Teacher Mentoring Program.

Mentor Teacher Stipends:

First Year - \$650 per mentee

Second Year - \$350 per mentee

New Teachers will be paid at the prevailing substitute rate, currently \$70 per day for Mentee Training work, prior to their official appointment date in September of any given year.

- B. When the following activities are conducted, staff members will be assigned to the position and will be compensated according to the schedule below. No staff member will be able to bump a non-staff employee with five (5) or more consecutive years of experience in the same activity unless the Building Principal and the Superintendent of Schools make such a recommendation to the Board of Education.

- C. Advisors:

| | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
|--|---------|---------|---------|---------|
| Senior Advisors (5) | 517 | 535 | 554 | 573 |
| Yearbook Advisor- High School | 1,539 | 1,592 | 1,648 | 1,706 |
| Newspaper Advisor | 1,287 | 1,332 | 1,379 | 1,427 |
| Drama Club Advisor | 1,287 | 1,332 | 1,379 | 1,427 |
| International Club Advisor | 1,287 | 1,332 | 1,379 | 1,427 |
| Yearbook Advisor - Middle School | 1,005 | 1,040 | 1,077 | 1,114 |
| Cafeteria Supervisors | 1,287 | 1,332 | 1,379 | 1,427 |
| Chaperones | 60 | 60 | 60 | 60 |
| Marching Band Director | | | | |
| Summer Parade | 134 | 139 | 144 | 149 |
| Rehearsal | 83 | 86 | 89 | 92 |
| <i>Asst. Marching Band Director</i> | | | | |
| <i>Summer Parade</i> | 85 | 88 | 91 | 94 |
| <i>Rehearsal</i> | 55 | 57 | 59 | 61 |
| Color Guard Advisor | | | | |
| Summer Parade | 70 | 73 | 75 | 78 |
| Rehearsal | 45 | 47 | 49 | 50 |
| Student Council Advisor - Middle & High School | 1,321 | 1,367 | 1,415 | 1,464 |
| Lifeguard | 62 | 64 | 66 | 69 |
| Odyssey of the Mind Advisor | 603 | 624 | 646 | 668 |
| Scholastic Bowl Advisor | 406 | 421 | 435 | 451 |
| National Honor Society Advisor | 1,005 | 1,040 | 1,077 | 1,114 |
| Mock Trial Advisor (each) | 520 | 538 | 557 | 577 |
| AV Coordinator | 1,549 | 1,603 | 1,659 | 1,717 |
| AUK Advisor - Middle School | 519 | 537 | 556 | 575 |
| Music Festival - After School | 70 | 73 | 75 | 78 |
| Non-Scheduled Workday | 138 | 142 | 147 | 152 |
| Math Team Coordinator | 968 | 1,002 | 1,037 | 1,073 |
| AP Coordinator | 968 | 1,002 | 1,037 | 1,073 |
| Junior Show Choir Director | 968 | 1,002 | 1,037 | 1,073 |

* The Association reserves the right to split the Math Team Coordinator's stipend in whatever way is deemed feasible.

- D. Staff members to be assigned to extracurricular activities above shall be appointed by the Building Principals with the final approval of the Board of Education. For cafeteria duty, however, selection shall be made as follows:
1. Staff members interested in applying for cafeteria duty should submit a letter to the appropriate principal by June 1.
 2. If two or more staff members are interested in the position, the principal shall give priority to the member(s) who is(are) not currently assigned to cafeteria duty. The staff member going into cafeteria duty for the first time shall be appointed by the Building Principal over the least senior cafeteria supervisor.
- E. The Superintendent of Schools, upon the recommendation of the Building Principals, shall appoint eight (8) staff members as cafeteria supervisors for the senior high and eight (8) cafeteria supervisors for the middle school. This clause shall not preclude the District's right to discontinue cafeteria supervision.
- F. Building Principals shall assign staff members to serve as chaperones when there are more staff members who have volunteered than are necessary.
- G. The Superintendent of Schools, subject to final approval by the Board of Education, shall appoint the band director, the assistant band director, and color guard advisor for the summer program.
- H. The District will assign the positions listed in Section B of this Article to a staff member who expresses interest in the position. If there is no staff member who expresses interest, the District may assign it to any staff member.

ARTICLE XVIII - DEPARTMENT CHAIRPERSONS AND GRADE LEVEL COORDINATORS

- A. Staff members designated as Department Chairpersons or Grade Level Coordinators will not be classified in either a supervisory or managerial capacity.
- B. Although staff members designated for these positions will participate in curriculum development and the improvement of instruction, they will not participate in the evaluation or appraisal of staff members.
- C. Department Chairpersons assigned to the secondary level (grades 7-12) or who are secondary staff members assigned to a K-12 department will be provided one (1) period per day in place of his/her administrative assignments for the purpose of carrying out the duties of the position.

Grade level Coordinators assigned to K-6 grade levels or department chairpersons who are assigned to a K-12 department will be provided with up to one-half (1/2) day every two weeks for the purpose of carrying out the duties of this position.

- D. The duties of these positions shall consist of:
1. Assisting the Building Principal in screening applicants for staff member positions.
 2. Aiding and advising probationary staff members subject to the direction and supervision of the Building Principal.
 3. Ordering supplies and materials subject to the approval of the Building Principal.
 4. Formulating recommendations and suggestions pertaining to curriculum and instruction within assigned subject areas.

- E. Staff members assigned to these positions shall be paid an annual stipend as per Article XV, Paragraph O. If the number of departments or grade levels is decreased from twenty three (23), the amounts prescribed shall remain as described in Article XV, Paragraph O, resulting in a higher stipend for the remaining department chairs and grade level coordinators.
- F. Designations shall be by annual appointment by the Board of Education of those elected by their department or grade level.
- G. Department chairpersons and grade level coordinators may be required to attend one additional meeting a month beyond the limitations provided for in Article VIII, Paragraph L.

ARTICLE XIX - HEALTH INSURANCE

- A. Effective July 1, 2006, the District shall make available to all staff Genesee Area Health Care Plan, such plan shall include:
 - 1. Office co-pay - \$15
 - 2. Prescription Drug Retail - 5-10-25 (30-day Rx)
 - 3. Prescription Drug Mail Order - 10-20-50 (105-day Rx)
 - 4. Dependent Coverage - 19/26 years
 - 5. Riders for Dental and Vision
 - 6. In-Network Deductibles - N/A

Health Insurance Contributions:

2004-05 - 5%
 2005-06 - 10% (5% until ratification/10% after ratification)
 2006-07 - 10%
 2007-08 - 10%

- B. Genesee Area Health Care Plan Dental Rider I will be provided to all staff members, either family or single coverage, whichever is appropriate. Should an employee wish to opt up to Dental II coverage, the employee may do so at no additional cost to the District.
- C. Staff members who are covered under another type of health insurance are encouraged not to apply for health insurance under this Article if such plan has benefits comparable to those provided by the District. Any staff member whose spouse is employed by the Attica Central School District shall not be eligible for separate health insurance under this Article provided his/her spouse has family coverage pursuant to this Article.
- D. Effective October 1, 2006, the District will contribute \$300 into a Flex Plan for each full-time staff member annually. Single and opt-out employees will receive \$200 annually. Flex amounts will be pro-rate for part-time employees.
- E. Effective October 1, 2006, the District will annually contribute \$225.00 in a VEBA Plan for each full-time staff member taking a family insurance plan with the District. The District will annually contribute \$125 in a VEBA Plan for each full-time staff member taking a single insurance plan with the District.
- F. Eligible staff members who will be returning to the school system for the following year shall be covered under the above insurance plans for the months of July and August.
- G. Those eligible staff members joining the Attica Central School District for the first time on September 1, who wish to obtain health insurance coverage, must, not later than September 20, complete and transmit to the business office the necessary application forms. Coverage is not automatic. Coverage shall become effective as of September 1.

- H. Those eligible staff members joining the Attica Central School for the first time later than September 1, who wish to obtain health insurance coverage, must, within thirty (30) days after the date of employment, complete and transmit to the business office the necessary application forms. Coverage shall become effective as of the date of employment.
- I. Any covered staff member must report any change in marital status or the death of a spouse to the Business Office within thirty (30) days of its occurrence.
- J. Any covered staff member whose service with the District terminates during or at the end of the school year is entitled to coverage one (1) month beyond the last month of active employment in the District.
- K. Those eligible staff members who elect not to be covered should so notify the Business Office in writing.

Effective July 1, 2006, a staff member eligible for a family plan who elects not to take the family plan will receive \$850. In the case of an eligible staff member whose spouse is employed in the District, the amount shall be \$500.

Effective July 1, 2006, a staff member will receive \$500 if he/she is eligible for a single plan and elects not to take the plan.

Except in the case of a staff member whose spouse is employed in the District, this cash payment shall not require the forfeiture of dental insurance provided by the District.

An eligible staff member may continue to have prescription drug insurance coverage if the cost of this rider is deducted from the amount they would otherwise be eligible to receive. The balance will then be paid to the staff member in two (2) equal installments, the first being the last payday in December and the remainder on the last payday in June. Any period of less than twelve (12) months shall be prorated. The intent of this section is to eliminate payment for double coverage.

- L. Those eligible staff members who are transferring from coverage under another Blue Cross/Blue Shield policy, who wish to be covered by the Attica Central School District policy, will be entitled to immediate coverage if, not later than ten (10) days after employment by the school, the staff member completes and transmits to the Business Office the necessary application forms.
- M. Staff members currently covered under the group insurance program may continue the coverage after retirement at the rate of the premium assigned by the carrier. Premiums for coverage of staff members shall be paid in full by the retired staff member except as provided under Article XX of this agreement.
- N. A joint committee will be established for the purpose of studying health insurance carriers to determine if an alternative to the current plan is feasible. The task of the committee will be to investigate other health insurance carriers, to obtain proposals from other insurance carriers, to determine if a cost savings can be made for equal or equivalent coverage, and to file a report to both the Board of Education and the Association within six (6) months of the first meeting of the committee. The committee will consist of three (3) members appointed by the Superintendent of Schools and three (3) members appointed by the Association President and one unit member from the clerical unit. The framework and procedures to be followed by the committee will be determined by the committee. The Superintendent will arrange for the first meeting within thirty (30) calendar days after the request of either party to form the committee. The report of the committee will be subject to the acceptance or rejection of each of the parties.

ARTICLE XX - RETIREMENT

- A. Staff members leaving the District for the purpose of retirement may choose one of the following options:
1. Any staff member with 15 years in the District who is eligible to retire in their first year of eligibility under Tier I guidelines may claim the \$16,500 retirement incentive from the District upon retirement from the District under any New York State Teachers' Retirement Plan. Also, for those members who are first-year eligible to retire under Tier II, III, and IV guidelines with penalty, or first year eligible without penalty, who retire, may receive this incentive. The staff member must notify the District by March 15th of their impending retirement or a later date if agreed upon by both parties. An additional \$1,000 bonus incentive is available if the District is notified by December 31st in the year prior to retirement. In addition, the staff member must also notify the District in writing by March 15th or December 31st, respectively, of their post-retirement health insurance circumstances in order for the District to facilitate incentive payments.
 2. If the District offers a State Incentive, the retiring member may choose this option. The staff member may choose the benefit of any State Retirement Plan offered by the District in the year they choose to retire. The staff member may choose this option even after selecting one of the other options as long as it is before their termination date. If the State Incentive is offered after June 30th but before August 31st, the retiring member may choose this option.
 3. A staff member who elects to switch from one option to another will be subject to repayment or reimbursement if applicable.
- B. Any staff member, with fifteen (15) years, who separates from the District prior to becoming eligible for a New York State Retirement Plan, will be credited with accumulated sick leave at the time of separation. However, during the period between separation and the eligibility for retirement under any New York State Retirement Plan, the staff member must bear the expense of all health insurance personally. The District will pick up payment of all health insurance based upon the accumulated sick leave only after the individual has become eligible for retirement under any New York State Retirement Plan.
- C. Staff members may accumulate up to three hundred (300) days sick leave for which they will be paid forty dollars (\$40) per day once the staff member retires under any New York State Retirement Plan. (See Appendix A)
- D. An attendance bonus will be in effect during a staff member's last 187 days of employment according the following scale:
- | | |
|------------|----------|
| \$900..... | 187 days |
| 800..... | 185-186 |
| 700..... | 183-184 |
| 600..... | 181-182 |
| 500..... | 178-180 |
| 400..... | 176-177 |
| 300..... | 174-175 |
| 200..... | 172-173 |
| 100..... | 169-171 |
| 0..... | 0-168 |

This bonus will be paid in a separate check. This paragraph will expire with the expiration of this contract on June 30, 2008.

- E. Anyone accumulating three hundred forty-five (345) sick days at the time of retirement will have health insurance premiums paid by the District for life. Such insurance as provided by this section shall not become effective until the staff member retires under any New York State Retirement Plan. For calculation purposes only, everyone working under the ten (10) sick days per year system will be credited with five (5) additional days per year for those previous years worked under the ten (10) day system only. These days may not be used as actual sick time. They are used only for equalization to be counted toward 345 accumulated sick days, which provides lifetime payment of all health insurance premiums provided by the District at the time of retirement. This entire section of this Article shall expire on 7/1/2030 for current employees. This does not affect any retiree who has earned health insurance premiums paid by the District for life under a previous contract.
- F. If the staff member dies after retirement, but before the amount of health insurance to which he/she is entitled is used up, the surviving spouse will be eligible for the coverage until the entitled allotment is exhausted.
- G. If a staff member with lifetime health insurance premiums paid by the District dies after retirement, the surviving spouse will be covered under the District paid health insurance program for a period not to exceed ten (10) years, at which time the surviving spouse may continue the health insurance plan provided by the District by pre-paying the cost of the premiums assigned by the carrier. Should the surviving spouse remarry, this benefit shall terminate. This entire section of this Article shall expire on 7/1/2030 for current employees. This does not affect any retiree who has earned health insurance premiums paid by the District for life under a previous contract.
- H. In the case where both spouses are retired staff members of the Attica Central School, should one spouse die, the surviving spouse will be allowed to use the unexhausted portion of the deceased spouse's paid up insurance before using his/her allotment earned by virtue of his/her accumulated sick leave upon separation from the District. If the surviving spouse referred to in Paragraph F is a staff member, he/she will be allowed to use ten (10) years before using their own allotment.
- I. Teaching Assistants with 15 years in the District who are eligible to retire in their first year of eligibility under Tier I guidelines may claim the \$5,000 retirement incentive from the District upon retirement from the District under any New York State Teachers' Retirement Plan. Also, for those members who are first-year eligible to retire under Tier II, III and IV guidelines with penalty, or first year of eligibility without penalty, who retire, may receive this incentive. The staff member must notify the District by March 15th of their impending retirement or a later date if agreed upon by both parties. An additional \$1,000 bonus incentive is available if the District is notified by December 31st the year prior to retirement.

ARTICLE XXI - MISCELLANEOUS

- A. When it is necessary that a staff member's requisitions must be cut, the staff member will be the one who makes such necessary cuts.
- B. Staff members shall not be required to submit their budget requests for the following year until March 1.
- C. When establishing the price to be charged to an adult for either a lunch or a breakfast, sponsoring agencies should consider the total cost of providing these meals. It is necessary that this price should be equal to the actual cost of producing a Type A lunch or breakfast, based on the financial information submitted to the Reimbursement Unit, plus the value of U.S.D.A. commodities used in the production of these meals.
- D. In the instance of staff members' lunches, adjustments will be instituted semi-annually in September and January.
- E. Sales tax will be in addition to the above cost.

ARTICLE XXII - SAVINGS CLAUSE

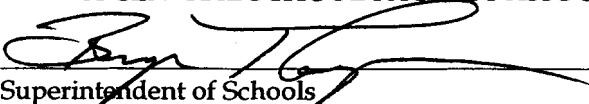
If any provision of this Agreement or any application of the Agreement to any staff member or group of staff members is found contrary to law, then such provision or application shall be deemed valid except to the extent not permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII - DURATION AND CHANGES

- A. The provisions of this Agreement shall be effective as of July 1, 2004, except as otherwise noted, and shall continue in full force and effect through and including June 30, 2008; and, unless written notice is given before March 1, 2008, but not before January 15, 2008, by either party requesting a change or termination of the Agreement, then it shall continue in effect from year to year until such notice is given before March 1, but not before January 15, of any subsequent year.
- B. This Agreement shall constitute the full and complete commitments between the parties and may be changed only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board of Education which shall be contrary to or inconsistent with its terms.

THIS AGREEMENT is made and entered into on the 18 day of December, 2006 by and between the Superintendent of Schools and the Association.

ATTICA CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION
ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION



Superintendent of Schools



President, Attica Faculty Association

APPENDIX A

MEMORANDUMS OF AGREEMENT

| | DATE | DESCRIPTION |
|----|------------|--|
| 1. | 07-14-1994 | Split Teachers – Duties/Examinations |
| 2. | 12-22-2003 | Article XIX, Section L – Written Request/30 Day Notification |
| 3. | 07-06-2004 | Advance Superintendent approval for in-service credit payment. |
| 4. | 08-03-2004 | Hiring of Personnel for Summer School Program)in-house) |
| 5. | 03-29-2006 | Mileage at IRS Allowable Rate |
| 6. | | 403b |

revised 12-18-06

END OF YEAR DUTIES FOR SPLIT TEACHERS

MEMORANDUM OF AGREEMENT

between the

ATTICA CENTRAL SCHOOL DISTRICT (District)

and the

ATTICA FACULTY ASSOCIATION (Association)

Whereas, staff members who have teaching responsibilities in both the Middle School and the High School are considered split teachers; and

Whereas, an issue has arisen concerning the number of duties that split teachers should have during final exams and Regents week;

Now, therefore, it is agreed as follows:

- 1) Split teachers will only be assigned to duties in the building where they perform a majority of their duties.
- 2) Split teachers responsible for examinations in either building will be expected to proctor those examinations.

DATED: July 14, 1994

ATTICA CENTRAL SCHOOL DISTRICT

BY: Edward A. Stuenkel

ATTICA FACULTY ASSOCIATION

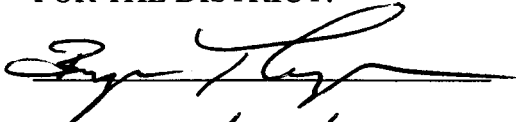
BY: Richard Zambrato

MEMORANDUM OF AGREEMENT
BETWEEN ATTICA CENTRAL SCHOOL DISTRICT (DISTRICT)
AND THE ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION (ACSFA)

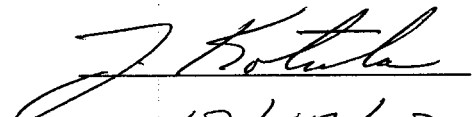
It is hereby agreed, that the following procedures will be established to satisfy the reporting requirements of Article XIX, Section L, of the agreement between the Superintendent of Schools of the District and the ACSFA.

- Upon the written request of a staff member, the District Office will supply said staff member with the appropriate form(s) to complete required changes(s).
- Staff member will fully complete form(s) and return them to the District office within thirty (30) days of the event that triggered such change.

FOR THE DISTRICT:


Date: 12/22/03

FOR THE ASSOCIATION:


Date: 12/17/03

**Attica Central Schools
Board of Education Offices**

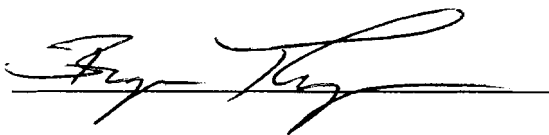
*3338 East Main Street • Attica, New York 14011
Phone: (585) 591-0400 • FAX: (585) 591-2681*

Bryce L. Thompson, Superintendent of Schools

MEMORANDUM OF AGREEMENT
BETWEEN THE ATTICA CENTRAL SCHOOL DISTRICT
(DISTRICT)
AND THE ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION
(ACSFA)

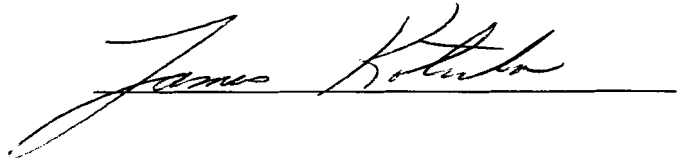
It is agreed upon by the Association and District that any in-service training offered by someone other than the District, BOCES, or the Teachers' Center must be approved in advance by the Superintendent to be eligible for in-service credit payment. This payment excludes Superintendent Days, Professional Development Days, and other mandated District training within the work day.

FOR THE DISTRICT:



DATE: 7/6/04

FOR THE ASSOCIATION:



DATE: 7/6/04

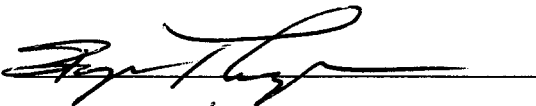


**MEMORANDUM OF AGREEMENT
BETWEEN THE ATTICA CENTRAL SCHOOL DISTRICT
(DISTRICT)
AND THE ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION
(ACSFA)**

It is hereby agreed that the following procedures be established for the hiring of personnel as it relates to the (in-house) District operated Summer School Program (extended school year only).

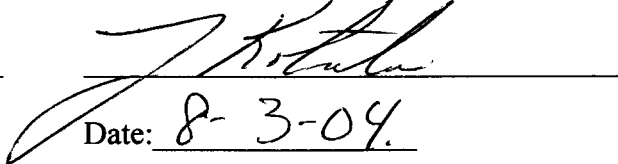
1. The District will afford employment to ACSFA members first-those who hold the appropriate certification for the area of employment sought.
2. For those employed, pay will be at their current year step.
3. The District will make the final determination as to who is hired.
4. One sick day will be available during the Summer Program. This day will not be rolled into accumulated leave if not used but rather paid in full at the program's end as an incentive for perfect attendance.
5. Those working out of their appointed position or new hires will be paid at Step #1 their first year and will accrue step movements for each term of service in the position.
6. The District retains the right to contract services where necessary and to discontinue this program at their discretion.

FOR THE DISTRICT:



Date: 8/3/04

FOR THE ASSOCIATION:

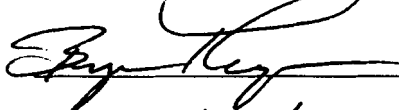


Date: 8-3-04

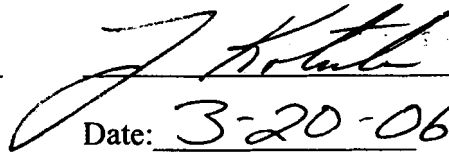
**MEMORANDUM OF AGREEMENT
BETWEEN THE ATTICA CENTRAL SCHOOL DISTRICT
(DISTRICT)
AND THE ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION
(ACSFA)**

It is hereby agreed upon by the Association and District that, staff members who are requested and authorized to use their own vehicles for school related travel shall be reimbursed at the IRS allowable rate per mile that is in effect at time of trip.

FOR THE DISTRICT:


Date: 3/29/06

FOR THE ASSOCIATION:


Date: 3-20-06

MEMORANDUM OF AGREEMENT
BETWEEN THE ATTICA CENTRAL SCHOOL DISTRICT
(DISTRICT)
AND
THE ATTICA CENTRAL SCHOOL FACULTY ASSOCIATION
(ACSFA)

THIS AGREEMENT is entered into as of the 23rd day of June, 2006, by and between Attica Central School district ("Employer") and the Attica Faculty Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 23, 2006, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. **No Cash Option:** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* is fully met through payment of the Employer's Non-Elective Contribution; and

¹ **Explanation for TRS Categories:** Under *Education Law* § 501 (11)(a), the calculation of a pre-June 17, 1971 TRS Tier 1 member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other members of the TRS (i.e., all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those members.

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective contributions. If the employee does not designate a 403(b) account to receive Employer's Contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
 4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 5. This Appendix shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
 - **Employer Non-elective Contribution Equal to Termination Pay.** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's Contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article XX of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than five days following the employee's severance date; unless, as in this current 2006 fiscal year, an extension is necessary and negotiated by both parties.
 - 7.1 Employees that terminate employment for the purposes of retirement and who qualifies for normal retirement under the Teacher's Retirement System shall receive the same health insurance coverage or (comparable coverage if the District changes providers) as was provided prior to such retirement until such time as the calculated value of accumulated, but unused sick leave, which sum is to be expended by the District in payment of health insurance premiums is exhausted. The value of such unused sick leave shall accrue at the rate of \$40.00 per day for each unused day up to a limit of 300 days. Any retiring employee who has accumulated 345 unused sick days at the time of retirement will have health insurance premiums paid by the District for life. This entire section
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of this agreement shall expire on 7/1/2030 for current employees. This does not affect any retiree who has earned health insurance premiums paid by the District for life under a previous contract.

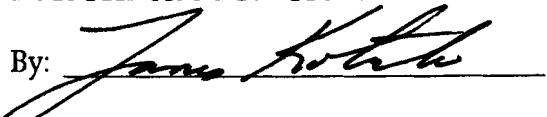
- 7.2 Notwithstanding the provision of Section 7.1 above, any qualifying retiree who notifies the District in writing 30 days prior to retirement (or extension date) that he or she has post-employment health insurance coverage provided through another health plan shall not receive the benefit described in section 7.1 but shall instead receive into the retiree's 403(b) account an amount of \$40.00 per day for each unused day up to a limit of 300 days subject to the IRC 415(c) maximum contribution.
8. A qualifying retiree shall not have an option to receive cash for the benefits provided under Sections 7.1 and 7.2. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403(b) account of each retiree's choice. However, if the retiree fails to notify the District where to deposit the 403(b) contributions, then the District shall make the contribution into a 403(b) account established by the District for the benefit of the retiree. The Employer shall deposit the contribution no later than 5 days, following the employee's severance date unless, as in this current 2006 fiscal year, an extension is necessary and negotiated by both parties.
- **Early Retirement Incentive.** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than March 15th. The amount of the Employer's Non-Elective Contribution for each eligible employee shall equal \$16,500 for any staff member with 15 years in the District who is eligible to retire in their first year of eligibility under Tier I guidelines and who retires from the district under any New York State Teacher's retirement plan. Also, for those members who are first-year eligible to retire under Tier II, III and IV guidelines with penalty, or first year of eligibility without penalty, who retire, may receive this amount. The staff member must notify the District by March 15th of their impending retirement or a later date as agreed upon by both parties.
 - An additional \$1,000 shall be made as an Employer's Non-Elective Contribution if notice of intent to retire is declared prior to December 31st of the school year in which the retiree intends to retire.
 - Subject to negotiations, payment may be made over a period not to exceed five (5) years following the year in which the employee severed their employment.
 - The first Employer Contribution shall be made in July of the year in which the employee's severance occurred and shall continue to be made in January of each of the following four (4) years, or until the total amount of the retirement incentive as determined by the Employer, is deposited by Employer, whichever occurs earlier. Employer shall make the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended.

FOR EMPLOYER:

By: 

Dated: _____

FOR THE ASSOCIATION:

By: 

Date: _____